

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
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T.C. #: SPB05-861D
Title: PHOTOCOPIERS
This is an exclusive contract.

CONTRACT TERM	FROM	AUGUST 1, 2005	CONTRACT STATUS	NEW ()
	TO	MARCH 31, 2006		RENEW () Extension
VENDOR ADDRESS	MULTIPLE CONTRACTORS		ORDER ADDRESS	
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	
E-MAIL:			E-MAIL:	

PRICES: PER CONTRACT AGREEMENT

DELIVERY: PER CONTRACT AGREEMENT

F.O.B.: PER CONTRACT AGREEMENT

TERMS: PER CONTRACT AGREEMENT

REMARKS: This contract is with the manufacturers who have listed their authorized dealers. The contract holders include the following manufacturers: Canon, Kyocera Mita, Konica Minolta, Ricoh-Savin-Lanier-Gestetner, Sharp, Toshiba, & Xerox.

IFB/RFP No.: SPB05-861D

RHONDA R. GRANDY, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:

The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a contractor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the contractor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a contractor/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the contractor/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the contractor at the expense of the contractor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a contractor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Contractors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. §

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 11/03

1.0 PROJECT OVERVIEW AND INSTRUCTIONS

1.1 INTRODUCTION

The State of Montana, Department of Administration, State Procurement Bureau (SPB) is issuing this Term Contract to all qualified manufacturers of photocopiers for placement on a statewide, multi-vendor Term Contract (TC). All responsible and responsive contractors who met the minimum specifications and met all bidding requirements listed herein were approved to be placed on the term contract. The intent of this contract is to provide state agencies with an expedited means of procuring, leasing or lease/purchasing of photocopiers, supplies and/or services relating to photocopiers. All contract pricing is posted on the General Services Division's website. State agencies will be required to compare photocopiers and make their purchasing decision based on a best value analysis taking into consideration their individual needs including, but not limited to, price, maintenance costs, delivery, on-site training and installation.

1.1.1 Purchasing Limits

This contract establishes pricing for individual purchase, lease/purchase or lease by agencies for photocopiers. Photocopiers with a pages per minute capability above 91 are not covered by this contract and must be competitively bid according to Title 18 Montana Code Annotated. Agencies located in Helena must have pre-approval from the Department of Administration, Print and Mail Services before purchasing, leasing or arranging a lease/purchase of a machine due to the existing cost-per-copy contract that is available to Helena agencies.

1.1.2 Contract Holders

This contract is established directly with the manufacturers of the specified equipment. Contractors listed in their response their designated dealers per region. Contractors may add or change authorized dealers at any time through a written request to the State Procurement Bureau. All terms and conditions of solicitation IFB#SPB05-861D will remain the same for added dealers.

1.2 CONTRACT TERM

This TC is being extended through March 31, 2006. The initial contract term was August 1, 2004 through July 31, 2005.

New contractors (manufacturers) may be added, at the sole discretion of the State, at time of contract renewal. Any additions to the contract will be added through a competitive process as determined by the State.

1.3 COST/PRICE ADJUSTMENTS

Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

1.4 BILLING AND PAYMENT

Separate accounting/invoicing will be maintained for each ordering agency. Invoices will describe items ordered, with the net price and extension (if necessary) included. The State will maintain the standard net 30 days upon receipt and acceptance of product. State agencies and the contractor will have the option of negotiating volume discounts.

1.5 COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the vendor objected in writing to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

1.6 TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Reports will be submitted on the SPB reporting form. Each report shall contain the level description, total quantity sold, lease purchased, or leased of each item, total dollars expended, and the name of the agency placing the item. The first report for this term contract will be due August 15, 2005 and by August 15 of each year thereafter.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

1.7 DESCRIPTIVE LITERATURE

Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications was submitted with each response. The State reserves the right to examine products further to determine compliance with the stated specifications.

1.8 EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring photocopiers, supplies and/or services relating to photocopiers. This contract is considered to be an "Exclusive" use contract, and state agencies must obtain the specified product/service from the contract holder(s), unless the contract allows

otherwise. However, the State Procurement Bureau does not guarantee any minimum usage totals, and it is the individual agency's responsibility to comply with the terms of the contract.

1.9 PURCHASING CARD

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

1.10 INSURANCE REQUIREMENTS

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

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1.11 COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

1.12 TRADE-IN OF USED PHOTOCOPIERS

Agencies may trade-in an existing machine, and the contractor must provide the requesting agency a written trade-in quote to be applied towards the purchase, lease/purchase or lease of a new/different photocopier. Services of disposal shall be negotiated between the agency and contractor.

1.13 DELIVERY

Photocopiers must be delivered, assembled, adjusted and all standard equipment and supplemental items installed and the photocopier made ready for continuous operation. All pricing must be inclusive of these services.

Delivery shall be made during normal working hours of the ordering agency, F.O.B. destination to the specific receiving point designated by the agency at the time of order. Delivery shall be 30 days ARO unless otherwise agreed upon by the contractor and requesting agency.

The contractor shall retain title and control of all goods until they are delivered and accepted. All risk of transportation and all related charges will be the responsibility of the contractor. The equipment must be fully functional and operational in order to be accepted.

1.13.1 ON-SITE REQUIREMENTS/CLEANUP

The contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The contractor shall be responsible for all damages or injury due to their action or neglect.

Before final payment can be made, the contractor shall:

- a) keep the premises free from debris and accumulation of waste;
- b) clean up spills;
- c) remove all smears and stains from finished surfaces and remove all packaging material.

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1.13.2 TRAINING

Following installation, a key operator and back-up operator must be trained (once) at each location. Cost for training must be included in the purchase price. Time of installation and training shall be coordinated with the ordering agency. The contractor will be responsible for any agency “call back” training requests and/or requirements.

1.14 ORDERING

Agencies shall work with the contractor to determine which photocopier best meets their needs. Each ordering agency shall issue their own purchase orders or sign their own leasing document referencing Term Contract #SPB05-861D.

1.15 EQUIPMENT DEMONSTRATION

The State may require the contractor to demonstrate any and/or all equipment offered. The demonstrations can take place at either the contractors/dealers place of business or a mutually agreed upon site.

1.16 WARRANTY

The contractor shall warrant, from the date of installation, for a minimum of ninety (90) days, that the equipment offered is free from defect in material and workmanship and agrees to repair or replace, without cost to the State, any and all items failing, except those failures attributable to accident or negligence on the part of agency personnel. Any associated costs of warranty must be included in the photocopier purchase price.

All parts, including, but not limited to drums, photoreceptors, master units, wiper blades, lamps, rollers and webs, etc., must be included in warranty coverage. The State considers these items to be parts and not consumable supplies.

Photocopiers shall be installed with all supplies necessary to make the equipment fully functional and operational. A minimum of one standard size container of each supply product required shall be included in the machine.

This warranty is in addition to the general obligations of the contractor to faithfully perform the contract. Within the warranty period, if, after notice, any equipment fails to perform as required, the State of Montana may, at its option, have the defects corrected or equipment replaced, at the expense of the contractor.

1.17 MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, at least 50% of the workers of each contractor engaged in construction services must be performed by

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bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The Commissioner of the Montana Department of Labor and Industry has established the standard prevailing rate of wages in accordance with sections 18-2-401 and 18-2-402, MCA, for an Office Machine Servicer based upon the 2001 wage and benefit rate according to the Montana Department of Labor and Industry are as follows:

1.18 BID STRUCTURE / REGIONS

All contractors designated a region(s) for selling and service requirements. Contractors were allowed to designate more than one region. All contractors will guarantee service to the entire region. The State of Montana is divided into six geographic regions. For purposes of this contract, the State has been divided into the following six geographic regions:

Glacier Country (NW Montana)
Gold West Country (SW Montana)
Russell Country (NC Montana)

Yellowstone Country (SC Montana)
Missouri River Country (NE Montana)
Custer Country (SE Montana)

In addition, the State has designated "major markets" for service requirements. Contractors bid in each region considered that the "major market" designations require service calls to have a technician on site within four hours of a repair request. The State requires that the contractor provide a representative to support the ordering agency's

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staff. All other market areas will require next day service. Failure to adhere to these service requirements will be considered cause for removal from the TC. The “major markets” for each region are as follows:

Glacier Country:	Kalispell and Missoula	Yellowstone Country:	Bozeman
Gold West Country:	Butte and Helena	Missouri River Country:	none
Russell Country:	Great Falls	Custer Country:	Billings

REGION/COUNTRY	CITIES INCLUDED
Glacier Country (Northwest)	Kalispell, Libby & Missoula
Gold West Country (Southwest)	Butte, Dillon & Helena
Russell Country (N. Central)	Great Falls, Havre & Lewistown
Yellowstone Country (S. Central)	Bozeman & Livingston
Missouri River Country (North East)	Glasgow, Sidney & Wolf Point
Custer Country (South East)	Billings, Glendive & Miles City



2.0 AWARD

This TC is awarded to all contractors meeting the specifications of the following categories:

Level 1A	11-13 pages/minute	Level 3B	34-37 pages/minute
Level 1B	14-17 pages/minute	Level 3C	38-40 pages/minute
Level 1C	18-20 pages/minute	Level 4A	41-45 pages/minute
Level 2A	21-23 pages/minute	Level 4B	46-55 pages/minute
Level 2B	24-27 pages/minute	Level 4C	56-69 pages/minute
Level 2C	28-30 pages/minute	Level 5A	70-79 pages/minute
Level 3A	31-33 pages/minute	Level 5B	80-90 pages/minute

3.0 EQUIPMENT SPECIFICATIONS

3.1 EQUIPMENT REQUIREMENTS

All equipment must be new (less than 1,000 copies), of current production and include the manufacturer's standard equipment and accessories. Remanufactured equipment must be unconditionally guaranteed as new. If remanufactured equipment is being supplied, the agency must be notified. It is then the decision of the agency to purchase this equipment.

All photocopiers shall come complete with the standard number of paper trays, accessories and supplemental equipment required for the machine to satisfactorily meet the performance requirements of this TC. This TC contains a base price, which allows for the product to be fully functional as specified for each level. In addition, all contractors listed all optional equipment available with corresponding prices in each category.

Equipment must be suitable for use with standard electronic service. If other than 110V is required, it must be indicated and bolded as an exception on the bid submitted. Photocopiers requiring electrical protection devices shall be quoted with the cost of such devices included.

One operation manual shall be delivered with each photocopier. The manual must outline all necessary service and operating instructions, including necessary warnings and safety precautions.

3.2 MAINTENANCE AGREEMENTS

All contractors must provide maintenance services. Manufacturer certified and trained technicians must perform these services in order to maintain any product warranties offered by the manufacturer.

ONLY MANUFACTURER AUTHORIZED SERVICE TECHNICIANS WILL BE ALLOWED TO CONDUCT SERVICE ON ALL PRODUCTS PROCURED THROUGH THIS TERM CONTRACT.

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Maintenance agreements will be negotiated in final form between the contractor and using agency. All copiers placed on this TC will detail the estimated copy volumes and estimated cost per copy. For maintenance costs listed on the bid will include all supplies with the exception of paper and staples only. All contractors must make available a maintenance agreement option of up to thirty-six (36) months. The agency will determine which option to secure and length of contract. **The SPB will NOT issue maintenance agreement purchase orders.** Individual agencies will be responsible for selecting and securing all maintenance agreements with the contractor.

Maintenance agreements will include, but are not limited to all labor, travel costs, materials, equipment, repair and/or replacement parts and consumables required to maintain the equipment in complete and workable condition per the manufacturer's recommendations and specifications.

All parts and supplies furnished or installed shall meet or exceed the manufacturer's requirements and specifications.

On-site response for maintenance service calls will not exceed four (4) hours in major markets as defined in Section 1.19 of this TC. All other markets will have next business day service. All service calls must be performed during the agency's normal working hours, Monday through Friday, excluding holidays.

Failure to adhere to these service requirements will be considered cause for removal from this TC. Agencies may, at their own discretion, allow for extended service response times. Both parties must mutually agree to these alterations in writing.

Maintenance agreements will be one-year terms with renewal options. Maintenance agreements will consist of monthly payments made in arrears. All maintenance contracts may be cancelled immediately by the State for cause, including non-appropriation of funds, breach or non-performance of any contract term. In the event a photocopier becomes inoperable, traded or otherwise disposed of, the agency shall void the maintenance contract by giving written notice to the contractor.

3.3 MAINTENANCE STANDARDS

The contractor guarantees to retain the equipment in good working order and provide on-site maintenance support with time constraints of the market designation (reference Section 1.19). All equipment will be returned to a functional and operational status

within 48 hours. If the equipment will take longer than 48 hours to become fully operational, the contractor will provide a loaner/replacement machine that meets or exceeds the specifications of the product covered by the agreement. All loaner equipment will be placed at no additional cost to the State.

The contractor will be responsible for maintaining a stock of routine replacement parts. Parts replaced under the maintenance agreements must be identical to the original equipment, or manufacturer's recommended parts. Replacement parts must be available for a minimum of five (5) years from the date of placement of equipment and execution of the initial maintenance agreement.

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Contractors will maintain a written log describing services performed for each call and/or inspection. Any additional charges above the maintenance agreement must be pre-approved by the agency in writing.

The State reserves the right to make inspections and tests as deemed necessary to ascertain that the requirements of the maintenance agreement are being fulfilled. If any services are not in conformity, the State has the right to require the contractor to perform the services again at no additional cost. Repeated failures to perform will be considered cause for cancellation of the agreement and removal of the contractor from the term contract.

Claims for extra work or materials not specifically noted in the maintenance agreement will not be allowed by the State nor shall the contractor provide any materials or extra work not covered by the agreement without written agreement between the contractor and the ordering agency.

Costs for full service preventive maintenance per manufacturer recommendations is considered inclusive under all maintenance agreements/contracts.

All maintenance will be performed by factory certified trained personnel. Equipment will be maintained to manufacturer's specifications. Maintenance includes labor, toner, developer, OEM parts, photo-receptor (drum) or master units and all consumables except for staples and paper. Contractor will do periodic or preventive maintenance as specified by the manufacturer's guidelines. Contractor will perform an unscheduled basic service and cleaning on all copiers if a copier has not received a service call within the last six months.

3.4 LEASE/PURCHASE

Agencies, which contract on the basis of the monthly lease/purchase price, shall make equal monthly payments without an ending buyout or a balloon payment at the end of the term. There shall be no penalty for prepayment of entire contract; final payment will be the remaining principal balance. The State takes ownership of the product at completion of lease/purchase.

The State will allow for lease/purchase contracts in 36, 48 or 60 month terms. All lease/purchase options are under the terms and conditions of this TC only. No other leasing papers will be signed by the State. Assignment of the financial obligations of a lease purchase to a third party is permitted. The State will not execute any third party lease/purchase documentation. The State will issue purchase orders to the contractor in care of a third party at its address.

3.5 LEASE

Agencies that contract for a lease will sign agreements based on 36, 48 or 60 month lease agreements. Agreements will be based on terms and conditions agreed upon by both the agency and the vendor. Contractors requiring maintenance to run concurrently with a lease contract should ensure the agency requests maintenance at the time of placement.

3.6 ENERGY STAR

Contractors must provide copiers that bear the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency. The contractor is encouraged to visit energystar.gov for an updated list of qualifying products.

4.0 THE STATE'S DEFINITION OF STACKLESS/TRAYLESS DUPLEXING

Stackless/trayless duplexing occurs when the first side copies are routed back through the duplex path without going into a traditional, dedicated holding tray, and one complete duplexed page is produced at a time. Stackless/trayless duplexing is designed to increase productivity and reliability by eliminating the need to feed the first imaged side from a dedicated holding tray. Stackless/trayless duplexing reduces the potential for paper jams. Stackless/trayless duplexing allows for the printing of a limitless number of two-sided sets because there is no restriction based on the holding tray's maximum capacity. Scan once, print many, defined as the ability to scan originals once into the memory of the machine and print as many copies as required from the machine's memory.

5.0 NETWORK OPERATING SYSTEMS SPECIFICATIONS

All copiers must have varying copy size ranges which will include 11" X 17"; have a capacity to output transparencies and labels; have a minimum of one (1) reduction mode and one (1) enlargement mode; and be able to place a document on glass to copy the original. The photocopiers can be of either analog or digital technology.

Any agency planning on connecting a photocopier to the network must call ITSD at (406) 444-2000 informing them of brand, model, and location prior to installation. All contractors shall certify that all products offered are fully compatible with the State's computing environment. To be considered compliant, the device must at the very least, meet the following specifications:

- a) Function natively (without external, 3rd party add-on) if it is placed in an Ethernet environment
- b) Function properly under Netware 5.x and 6.x
- c) Function properly under Novell Distributed Print Services (NDPS)
- d) Function properly with Windows 2000 and 2003

The contractor must specifically warrant that its product will be fully compatible with the State's network. The contractor must assume all costs for making the product compatible or allow a return and full refund for 120 days after installation. The Department of Administration (ITSD) shall have full and final authority to determine whether the product is fully compatible. If a device demonstrates compatibility problems, which cannot be resolved quickly and satisfactorily, ITSD reserves the right to remove the device from the network.